

EXHIBIT C1-  
(Through Exhibit  
31 Page  
TEG00006627

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

MAX MINDS, LLC,

Plaintiff,

V.

TRIANGLE EXPERIENCE GROUP, INC., et al.,

Defendants.

Case No.: 1:24-cv-00779-JPH-MG

### DECLARATION OF ROBERT CLARE

I, Robert Clare, declare as follows:

1. TEG was founded in 2012 as a service-disabled veteran-owned small business that provides technology services and support to the United States government through federal procurement efforts.

2. My knowledge and expertise in this field began during my time as a special operations operator in the military where I utilized many different mission planning tools in preparation for striking high value targets for the National Command Authority. The tools available were, at times, highly ineffective at achieving real-time collaboration between mission partners, battle space owners and other mission commanders. The technologies necessary to achieve real-time collaboration did exist, however, in various other industries.

3. Shortly after I retired from Active Duty, I began working with IBM to further explore such concepts. I brought specific, detailed experience and operational knowledge of the mission space, which positioned me uniquely to describe the exact, detailed requirements necessary to improve the technological tools available to the Department of Defense ("DoD"). For

a period, I worked with IBM and other industry leaders to gain further knowledge about how to bring these concepts to a fully mission-functional capability until I formed TEG.

4. TEG is managed and operated today by no less than six of the most decorated combat retired veterans of United States Special Operations community, including myself. For at least 20 years each, these veterans served with integrity and distinction and their reputation within the DoD's Special Operations community is above reproach.

5. It is the reputation and hard-won experience of these veterans that makes TEG so successful in the DoD's mission marketplace.

6. Since its inception, TEG has used this reputation and experience to provide valuable, cutting-edge military technology to the United States government through various contract vehicles and has enjoyed fruitful and lasting relationships with multiple customers within the DoD.

7. TEG specializes in providing cutting-edge military technology to the DoD's warfighting community. The technology that TEG brings to the DoD is groundbreaking, innovative, and hyper focused on reducing the decision cycle of national command authority leaders and war fighters through collaborative technologies.

#### **VJOC System**

8. Since TEG's beginning, we have consistently provided world-class, innovative technology to the nation's war fighters at all levels.

9. One of the premier services that TEG provides to the Federal government customer is an operating system known in some of its earlier iterations as [REDACTED] or "C4MAP" ("Comprehensive Collaborative Command & Control Mission Application Platform").

10. C4MAP later became known as “Virtual Joint Operations Center” (“VJOC”) in the DoD and Intelligence Community and is known by that name today.

11. VJOC is a highly sophisticated custom software system designed to support critical defense and intelligence operations by enabling collaboration across DoD and interagency command systems. The goal of VJOC is to rapidly assemble and distribute critical information, at scale, and globally.

12. TEG has a long history of providing and maintaining VJOC for federal government clients, including the DoD, demonstrating its commitment to national security. In fact, in 2014, a senior DoD leader called TEG's technological concepts, "a war-winner."

13. Over the years, TEG has partnered with various software providers, including Prysm and its Synthesis application, to enhance the VJOC functionality.

### Web Hosted Version of VJOC

14. In approximately April 2017, as TEG continued to develop VJOC to meet the evolving needs of its DoD customer, it sought software support capabilities for C4MAP that exceeded the functionality provided by Prysm's Synthesis software. *See* attached **Exhibit 1**.

15. TEG realized the need for a [REDACTED] VJOC that [REDACTED]  
[REDACTED] d [REDACTED]  
[REDACTED] d [REDACTED] s [REDACTED] y [REDACTED] ht [REDACTED] r [REDACTED] e [REDACTED] f  
[REDACTED]. [REDACTED] s [REDACTED] o  
[REDACTED] d [REDACTED] ht [REDACTED] d [REDACTED] s [REDACTED] s [REDACTED] n [REDACTED] s [REDACTED] g b [REDACTED] n  
[REDACTED].

16. These features included [REDACTED] p [REDACTED] g [REDACTED] e [REDACTED] t [REDACTED] d [REDACTED] s [REDACTED] b [REDACTED] e [REDACTED] l [REDACTED] e [REDACTED] s [REDACTED] n [REDACTED] r [REDACTED] e [REDACTED] d [REDACTED] [REDACTED]” TEG also

developed [REDACTED].  
[REDACTED] e [REDACTED] l [REDACTED] e [REDACTED] s [REDACTED] e [REDACTED] b [REDACTED] d [REDACTED] s [REDACTED] d [REDACTED] h [REDACTED]  
[REDACTED] G  
[REDACTED] d [REDACTED] b [REDACTED].

17. Brandon Fischer, the owner of Max Minds, LLC (“Max”), was formerly a senior software developer at Prysm. *See attached Exhibit 2.*

18. While employed by Prysm, Fischer attended multiple presentations of VJOC [REDACTED] and became impressed by TEG’s vision for Prysm’s Synthesis and the software TEG had created. *See attached Exhibit 3.* Other Prysm engineers who worked for Brandon Fischer at Prysm also attended multiple technical sessions at the TEG Virginia office.

19. Subsequently, in or around late March 2018, Fischer inquired as to whether there might be an opportunity to work with TEG on his own, outside of Prysm, and began meeting with TEG’s CTO, Kevin Mullican, about that opportunity. *See attached Exhibit 4.*

20. Throughout the rest of 2018, Fischer and Mullican, met to discuss developing [REDACTED] the software to meet TEG needs. *See email attached Exhibit 5.*

21. On May 3, 2018, Fischer informed TEG that he had formed Max as a limited liability company and that he had hired engineers who were previously employed by Prysm. *Id.*

22. During these conversations, Fischer informed TEG that he wanted to develop new [REDACTED] software with TEG after his non-compete with Prysm expired in June 2019. To facilitate this development, TEG began to share with Fischer [REDACTED] l [REDACTED] s [REDACTED] e [REDACTED] d [REDACTED] s [REDACTED] g:

[REDACTED] s [REDACTED] s [REDACTED] s, [REDACTED] h [REDACTED] e  
[REDACTED] s [REDACTED] k [REDACTED] b [REDACTED]

[REDACTED]l:  
[REDACTED] b [REDACTED] o [REDACTED] g [REDACTED] it  
[REDACTED] r [REDACTED]';  
[REDACTED] C [REDACTED] it [REDACTED] C [REDACTED] b [REDACTED].  
[REDACTED] it [REDACTED] h [REDACTED];  
[REDACTED]  
[REDACTED] n [REDACTED] it [REDACTED] h [REDACTED];  
[REDACTED] C [REDACTED] d [REDACTED] C [REDACTED]  
[REDACTED] it [REDACTED] e [REDACTED]; [REDACTED] d  
[REDACTED] C [REDACTED] r  
[REDACTED] d [REDACTED], [REDACTED] d [REDACTED]  
[REDACTED] s [REDACTED] e [REDACTED]. [REDACTED] t [REDACTED].

#### **Fischer Forms Max, Leaves Prysm, And Demonstrates New Software**

23. After Fischer's non-compete expired with Prysm in June 2019, Fischer again contacted TEG and indicated his desire to partner with TEG through his new company, Max Minds. *See* attached Exhibit 7.

24. Fischer explained to TEG that he wanted to partner with TEG to build and improve upon TEG's VJOC system [REDACTED] e [REDACTED] d [REDACTED] b [REDACTED] g [REDACTED] d [REDACTED] c [REDACTED] n [REDACTED] h [REDACTED] 9 [REDACTED] *Id.*

25. Initially, Fischer proposed having TEG act as a potential licensing partner, but the nature of TEG and Max's relationship evolved as the two parties began to work together and Max's need for capital prohibited it from being able to develop the software without collaboration and partnership from TEG.

26. The parties memorialized the early stages of their partnership by entering into a Non-Disclosure Agreement, on July 17, 2019, under which Max acknowledged and promised to keep TEG's information confidential for five years. *See* attached Exhibit 8.

27. Fischer had developed a very basic, beta version of Haptic ("Haptic Beta") and sought the opportunity to preview Haptic Beta to TEG. To aid in the preview and analysis of this software, [REDACTED] G [REDACTED] C [REDACTED], [REDACTED] at [REDACTED].

28. [REDACTED] G [REDACTED] [REDACTED] C [REDACTED].

29. In anticipation of the visit, [REDACTED] G [REDACTED] y [REDACTED] e [REDACTED] s [REDACTED] y [REDACTED] n [REDACTED] s [REDACTED]). [REDACTED] G [REDACTED] d [REDACTED] D [REDACTED] p [REDACTED] s [REDACTED] C [REDACTED] n [REDACTED] y [REDACTED] g [REDACTED] it [REDACTED] s [REDACTED] C [REDACTED] t J [REDACTED] C [REDACTED] t [REDACTED] s [REDACTED]). [REDACTED] t [REDACTED].

30. [REDACTED] g [REDACTED] s [REDACTED] e [REDACTED], [REDACTED] G [REDACTED] d [REDACTED] r [REDACTED] e [REDACTED] s, [REDACTED], [REDACTED] w [REDACTED] G [REDACTED] g [REDACTED] C [REDACTED] s [REDACTED].

31. TEG also demonstrated TEG's newly developed capabilities and features of VJOC; [REDACTED] y, [REDACTED] g [REDACTED] d [REDACTED] g [REDACTED] o [REDACTED] s, [REDACTED] n [REDACTED] s, [REDACTED] o [REDACTED] g, [REDACTED] n, [REDACTED] L [REDACTED] t, [REDACTED] d [REDACTED] s. [REDACTED] e [REDACTED] s [REDACTED] C [REDACTED] G [REDACTED] d [REDACTED] e [REDACTED] it [REDACTED] p [REDACTED] d [REDACTED] l [REDACTED] e [REDACTED] s [REDACTED]), [REDACTED].

[REDACTED] j. [REDACTED] s [REDACTED]  
[REDACTED].

32. TEG realized that Max's software called Haptic Beta [REDACTED] d [REDACTED] h  
[REDACTED] n [REDACTED] s [REDACTED] p. [REDACTED] d [REDACTED] y  
[REDACTED] s.

TEG assessed that Haptic Beta had potential but wasn't currently capable of meeting TEG's needs  
b [REDACTED] n [REDACTED] s [REDACTED] e [REDACTED] d [REDACTED] e [REDACTED] d b [REDACTED] e [REDACTED] h [REDACTED] e [REDACTED] l [REDACTED] t. TEG  
nevertheless offered to continue to work jointly with Max to develop and customize the VJOC  
software for TEG's DoD customers. *See* attached Exhibit 11.

33. In the months that followed [REDACTED] C [REDACTED] TEG  
and Max worked collectively on software development issues, routinely holding weekly joint calls,  
and discussing ways in which to combine TEG's experience and lessons learned from building,  
fielding, and testing VJOC for the government with Fischer's engineering services.

#### **The Joint Venture and the Execution of the JVA**

34. In late 2019, TEG and Max began discussing ways to formalize their business  
relationship. The parties discussed entering into a joint venture structure in which TEG would  
provide funds for Max to hire senior level engineers to assist with the joint software project.  
Additionally, TEG would [REDACTED] e [REDACTED] e [REDACTED] d [REDACTED] e [REDACTED] G [REDACTED]  
[REDACTED] e [REDACTED] n [REDACTED] e [REDACTED] r [REDACTED] C [REDACTED], as well as TEG's long-established relationships and  
knowledge of the customized needs of TEG's government customers.

35. TEG emphasized the need to identify the jointly developed software as "Haptic  
Federal" to distinguish the new work from any work Fischer or Max may have previously  
completed.



36. On January 23, 2020, TEG and Max executed the Joint Venture Agreement (“JVA”). *See* attached **Exhibit 12**.

37. The JVA memorialized the parties’ agreement to “partner together to deliver capabilities to the end user in the federal customer space,” with a “collective approach to sell, deliver and sustain a collaborative capability to the US Government.” *See* JVA at page 1.

38. The JVA provided that “[a]ny Intellectual Property (“IP”) resulting from custom software development that is paid for by TEG will be co-owned by TEG and MAX,” except for certain plug-in features paid for by the government. *See* JVA at page 2.

39. TEG’s and Max’s joint efforts in developing the software was custom software development within the meaning of the JVA. Haptic Federal was heavily customized through the detailed specifications and rigorous testing required to meet the specific needs and standards of TEG’s federal government customers.

40. The JVA further states that [REDACTED] e [REDACTED] e [REDACTED] d [REDACTED] d [REDACTED] h [REDACTED] s [REDACTED] y [REDACTED] G [REDACTED] s [REDACTED] t [REDACTED] s. [REDACTED] A [REDACTED] [REDACTED].

41. TEG and Max also agreed to a 50/50 share of revenue generated “on total sale of Haptic Federal product and user license sales in federal customer and opportunity business space.” *See* JVA at page 3.

42. Further, the JVA provided for the share of the proceeds in the event of a third-party acquisition of the Haptic Federal source code. If TEG and Max both agreed on the terms of a sale, the parties would split the 50/50 for a sale price of \$20 million or more and 70% Max/30% TEG for a sale price less than \$20 million. *See* JVA at page 3.

43. Finally, if either TEG or Max should cease to be a viable entity for any reason, the other company would transfer its share of the source code to the other party. *See* JVA at page 2.

44. The JVA demonstrates TEG's and Max's intent to share ownership rights in the Haptic Federal software and source code.

#### **Collaboration and Development of Haptic Federal**

45. After signing the JVA, the parties ramped up their collaboration together to continue to develop the Haptic Federal software.

46. On January 23, 2020, Max created a Slack channel for the joint venture so that the parties could begin collaborating on how to develop Haptic Federal. TEG and Max worked cooperatively to develop Haptic Federal into a functioning platform. [REDACTED]s [REDACTED]d [REDACTED]s, [REDACTED]e, [REDACTED]I [REDACTED]s [REDACTED]s [REDACTED]d [REDACTED]s [REDACTED]s. [REDACTED]e [REDACTED]d [REDACTED].

47. TEG and Max also held regular video calls to collaborate on the development of Haptic Federal.

48. Max contributed engineering and source code, while TEG contributed, *inter alia*, government specifications, technical requirements, valuable engineering concepts, architecture, user-interface design, features, functions and other independently copyrightable expressions.

49. TEG's contributions were much more than mere "ideas" and TEG provided Max with detailed concepts, requirements, designs, diagrams, and user story videos/mock-ups as part of the Haptic Federal development.

50. One of the initial planning documents for the development of Haptic Federal was the creation of a testing spreadsheet used to manage the testing of the custom development of Haptic Federal.

51. [REDACTED] y [REDACTED] G [REDACTED] s [REDACTED] s [REDACTED] e

[REDACTED] C [REDACTED] k, [REDACTED]

[REDACTED] C [REDACTED] h. [REDACTED] t [REDACTED].

52. [REDACTED] n [REDACTED] e [REDACTED] s, [REDACTED] n [REDACTED] y [REDACTED], [REDACTED], [REDACTED] x [REDACTED] d [REDACTED] t [REDACTED] k

[REDACTED] s [REDACTED]

[REDACTED] t [REDACTED].

53. The parties continued to collaborate [REDACTED] s [REDACTED] t on the development of custom features for the DoD. TEG would provide specifications, technical requirements, valuable engineering concepts, architecture, user-interface design and even component coding to Max. *See* attached Exhibit 16.

54. TEG's contributions to the software were necessary to ensure that Haptic Federal met the specifications and needs customized for TEG's government customers.

55. TEG was able to provide these contributions and knowledge based upon its extensive experience in the government contracting space and having worked with the same government clients for over a decade. These contributions were critical in developing Haptic Federal into a functioning software with commercial viability for the government military customer.

56. TEG's contributions like the examples above continued throughout the partnership until the relationship between the parties deteriorated into litigation.

57. Additional contributions include, but are not limited to:

58. [REDACTED] t [REDACTED] s:

[REDACTED]. [REDACTED] x [REDACTED] i.

[REDACTED] t [REDACTED].

[REDACTED] v [REDACTED] (t [REDACTED]).

[REDACTED] t [REDACTED].

[REDACTED] [REDACTED] G [REDACTED] e

[REDACTED] t [REDACTED] t [REDACTED].

[REDACTED] [REDACTED] c [REDACTED] l [REDACTED] s: [REDACTED] G [REDACTED] d [REDACTED] a [REDACTED] x [REDACTED] p [REDACTED] r [REDACTED] e

[REDACTED] s [REDACTED] l. [REDACTED].

[REDACTED] [REDACTED] l [REDACTED] t [REDACTED] r [REDACTED]: [REDACTED] d [REDACTED] d [REDACTED] t [REDACTED] c [REDACTED] l

[REDACTED] n [REDACTED] x [REDACTED] g. [REDACTED] G [REDACTED] x [REDACTED] t [REDACTED] s [REDACTED] d

[REDACTED].

[REDACTED] [REDACTED] t [REDACTED] G

[REDACTED] d [REDACTED] x [REDACTED] d [REDACTED] d [REDACTED] y [REDACTED] s [REDACTED] s [REDACTED] t, [REDACTED] s [REDACTED] d [REDACTED] s [REDACTED] b

[REDACTED] c [REDACTED] l [REDACTED] t [REDACTED] e [REDACTED] y [REDACTED] d [REDACTED] h [REDACTED] d [REDACTED] t, [REDACTED] t, [REDACTED] r [REDACTED] r [REDACTED] d

[REDACTED] t. [REDACTED].

[REDACTED] [REDACTED] o [REDACTED] e [REDACTED] e. [REDACTED] d [REDACTED] h [REDACTED] e [REDACTED] t [REDACTED] s [REDACTED] d [REDACTED] t

[REDACTED] g [REDACTED] s [REDACTED] e [REDACTED] s [REDACTED] n [REDACTED] G [REDACTED] d [REDACTED] o [REDACTED] e [REDACTED] e [REDACTED] p [REDACTED] x [REDACTED] r

[REDACTED] l. [REDACTED].

[REDACTED] [REDACTED] S [REDACTED] g [REDACTED] s. [REDACTED] e [REDACTED] s [REDACTED] D [REDACTED] s [REDACTED] e

[REDACTED] y [REDACTED] p [REDACTED] e [REDACTED] h [REDACTED] p [REDACTED] t [REDACTED] D [REDACTED] k [REDACTED] d [REDACTED] p [REDACTED] s [REDACTED] s. [REDACTED] x [REDACTED] d [REDACTED] p [REDACTED] e

[REDACTED] g [REDACTED] y. [REDACTED] G [REDACTED] d [REDACTED] x [REDACTED] h [REDACTED] d [REDACTED] h [REDACTED] d [REDACTED] e

[REDACTED].

[REDACTED] [REDACTED] d [REDACTED] t. [REDACTED] 3 [REDACTED] G [REDACTED] d [REDACTED] x [REDACTED] d

[REDACTED] c [REDACTED] t [REDACTED] s [REDACTED] d [REDACTED] n [REDACTED] h [REDACTED] d [REDACTED] s. [REDACTED] e [REDACTED] d

[REDACTED].

66. As a part of these contributions, TEG also granted Max engineers access to key government engineers and government labs to provide Max with real world examples of the needed structure and design for Haptic Federal, including:

[REDACTED]. [REDACTED] G [REDACTED] g [REDACTED], [REDACTED] s [REDACTED] G [REDACTED] b [REDACTED] d [REDACTED] s [REDACTED] a [REDACTED] [REDACTED] C [REDACTED] s [REDACTED].

[REDACTED]. [REDACTED] G [REDACTED] G [REDACTED] p [REDACTED] s [REDACTED] h [REDACTED] s [REDACTED] C [REDACTED] t [REDACTED].

#### Testing and Scanning VJOC for Use on Government Networks

67. TEG also performed detailed testing and mitigation work on Haptic Federal. In order to be awarded purchase orders from the DoD, TEG had to demonstrate to the DoD that Haptic Federal could work. In or around March 2020, TEG began to manage and perform testing and demonstrated the capability of Haptic Federal with government officials [REDACTED] d [REDACTED] b [REDACTED], [REDACTED] s [REDACTED], [REDACTED].

68. TEG's efforts to obtain business with the DoD [REDACTED] d [REDACTED] b [REDACTED] h [REDACTED] y [REDACTED] h [REDACTED] e [REDACTED] K [REDACTED] b [REDACTED] e [REDACTED] c [REDACTED] s [REDACTED]. [REDACTED] G [REDACTED] d [REDACTED] x [REDACTED] d [REDACTED] y [REDACTED] b [REDACTED] n [REDACTED] g [REDACTED] c [REDACTED] d [REDACTED] d [REDACTED] d [REDACTED] l [REDACTED] e [REDACTED].

69. TEG [REDACTED] d [REDACTED] e [REDACTED] h [REDACTED] e [REDACTED] t [REDACTED] r [REDACTED] b [REDACTED] h [REDACTED] d [REDACTED] s [REDACTED] n [REDACTED] s [REDACTED] d [REDACTED]. [REDACTED] G [REDACTED] d [REDACTED] h [REDACTED] h [REDACTED] d [REDACTED] n [REDACTED] e [REDACTED], [REDACTED] d [REDACTED] l [REDACTED] C [REDACTED] n [REDACTED].

70. [REDACTED] G [REDACTED] x [REDACTED] x

[REDACTED] d [REDACTED] e [REDACTED] L. [REDACTED] e [REDACTED] d [REDACTED] t  
[REDACTED].

71. [REDACTED] G [REDACTED] [REDACTED] t

[REDACTED] G [REDACTED] [REDACTED] r, [REDACTED] G  
[REDACTED] x [REDACTED] x [REDACTED] s [REDACTED] e  
[REDACTED] c [REDACTED] d [REDACTED] s [REDACTED] t [REDACTED] e [REDACTED] C [REDACTED] h [REDACTED] d [REDACTED] y [REDACTED] s [REDACTED] D [REDACTED] s. [REDACTED] e [REDACTED] d  
[REDACTED].

[REDACTED]. [REDACTED] h [REDACTED] G [REDACTED] [REDACTED] e  
[REDACTED] d [REDACTED] d [REDACTED] s [REDACTED] d [REDACTED] o [REDACTED] G [REDACTED] d [REDACTED] h  
[REDACTED].

[REDACTED]. [REDACTED] G [REDACTED] s [REDACTED] e [REDACTED] p [REDACTED] h T [REDACTED] s  
[REDACTED] s [REDACTED] s [REDACTED] t [REDACTED] L.

[REDACTED]. [REDACTED] s [REDACTED] t, [REDACTED] d [REDACTED] s [REDACTED] D [REDACTED] t [REDACTED] s [REDACTED] f  
[REDACTED] D [REDACTED] C [REDACTED] D [REDACTED] k.

[REDACTED]. [REDACTED] G [REDACTED] x [REDACTED] p, [REDACTED] K [REDACTED] r  
[REDACTED] D [REDACTED] [REDACTED] D [REDACTED] t  
[REDACTED].

[REDACTED]. [REDACTED] h [REDACTED] r [REDACTED] d [REDACTED] l [REDACTED] f [REDACTED], [REDACTED] G [REDACTED] h [REDACTED] g [REDACTED] d [REDACTED] g  
[REDACTED] s.

[REDACTED]. [REDACTED] s [REDACTED] 9 [REDACTED] a, [REDACTED] D [REDACTED] s [REDACTED] g  
[REDACTED] g [REDACTED] v [REDACTED] s; [REDACTED] r, [REDACTED] G [REDACTED] s [REDACTED] n [REDACTED] d [REDACTED] g [REDACTED] f  
[REDACTED] s [REDACTED] D).



[REDACTED] G [REDACTED] n  
[REDACTED] D [REDACTED] b [REDACTED] y [REDACTED] G [REDACTED] e [REDACTED] s [REDACTED] e [REDACTED] n [REDACTED] c [REDACTED] l  
[REDACTED] e [REDACTED] e [REDACTED] g [REDACTED] G [REDACTED] d [REDACTED] l, [REDACTED] s, [REDACTED] s [REDACTED] e  
[REDACTED] g [REDACTED] e [REDACTED]), [REDACTED] h [REDACTED] s [REDACTED] e [REDACTED] e [REDACTED] e [REDACTED] s [REDACTED] d [REDACTED] s  
[REDACTED] g. [REDACTED].

83. [REDACTED] h [REDACTED], [REDACTED] e [REDACTED] G [REDACTED] e [REDACTED] e [REDACTED] s [REDACTED] y [REDACTED] s [REDACTED] b [REDACTED] b, [REDACTED], [REDACTED] d  
[REDACTED] d [REDACTED] [REDACTED] D [REDACTED].

[REDACTED]. [REDACTED] e [REDACTED] G [REDACTED] d [REDACTED] n [REDACTED] s  
[REDACTED] C [REDACTED].

[REDACTED]. [REDACTED] G [REDACTED].  
[REDACTED]. [REDACTED] c [REDACTED] l [REDACTED] d [REDACTED] e [REDACTED] l [REDACTED] h [REDACTED] d [REDACTED] y [REDACTED] d [REDACTED] s [REDACTED] d [REDACTED] h [REDACTED]  
[REDACTED] s [REDACTED] G [REDACTED] s [REDACTED] e  
[REDACTED].

[REDACTED]. [REDACTED] e [REDACTED] s [REDACTED] d [REDACTED] h [REDACTED] y [REDACTED] h [REDACTED] d [REDACTED] l [REDACTED] s [REDACTED] d [REDACTED] e  
[REDACTED] l [REDACTED] D [REDACTED]. [REDACTED].

[REDACTED]. [REDACTED] G [REDACTED] d [REDACTED] n [REDACTED] h [REDACTED] d [REDACTED] n [REDACTED] [REDACTED]) [REDACTED] b [REDACTED] p [REDACTED] e [REDACTED] s  
[REDACTED] s [REDACTED] c [REDACTED] l [REDACTED] e [REDACTED]  
[REDACTED].

89. Max and TEG would then collaborate to resolve these issues. See attached Exhibit  
33.

90. [REDACTED] G [REDACTED] d [REDACTED] g [REDACTED] s [REDACTED] y [REDACTED] y [REDACTED] l, [REDACTED] g [REDACTED] g  
[REDACTED] s [REDACTED] e [REDACTED] e [REDACTED] d [REDACTED] x [REDACTED] y [REDACTED] s [REDACTED] t



██████████d ██████████e ████████████████████t ██████████r. ██████████l ██████████s ██████████d ████████████████████e ██████████n ████████████████████. ██████████G ██████████d ████████████████████G ██████████e.

[REDACTED]. [REDACTED], G [REDACTED] y [REDACTED] e [REDACTED] y  
[REDACTED] d [REDACTED] h [REDACTED] e [REDACTED] t [REDACTED] s [REDACTED] s [REDACTED] d [REDACTED], [REDACTED] d [REDACTED], [REDACTED]  
[REDACTED] d [REDACTED] d [REDACTED] v [REDACTED] s [REDACTED] d [REDACTED] t [REDACTED] r. [REDACTED] e [REDACTED]  
[REDACTED].

92. In the course of this scanning and testing procedure for TEG's DoD customers, TEG was routinely provided with source code for the Haptic Federal software.

93. TEG and Max continued to collaborate in the development of Haptic Federal through the end of 2023.

94. [REDACTED], [REDACTED] G [REDACTED] d [REDACTED] n [REDACTED] e [REDACTED] e [REDACTED] t [REDACTED] e [REDACTED] d [REDACTED] e [REDACTED] g [REDACTED] s [REDACTED] t [REDACTED] l. [REDACTED] e [REDACTED] t [REDACTED].

## The Ancillary Agreements

95. In early 2021, Max began to express concerns about providing the government customer with the source code copies needed to engage in the required government vetting process.

96. To that end, Max requested that TEG have the government execute certain agreements regarding the government's access to the software source code and documenting the government's return or destruction of the source code. These various agreements, which included a Source Code License Agreement, an End User License Agreement, Certification Agreements, and others, revealed Max's and Brandon Fischer's lack of experience with and understanding of the DoD's specific procurement processes.

97. Max insisted, for example, that the federal government execute a Source Code License Agreement (“SCLA”) before Max would provide the source code required for an already-scheduled demonstration of Haptic Federal to the DoD’s DevSecOps organization. Anyone with experience with the DoD customer would understand that the government customer would never sign such an agreement.

98. [REDACTED] g [REDACTED] t [REDACTED], [REDACTED] G [REDACTED] e [REDACTED] s [REDACTED] d [REDACTED] A [REDACTED] s [REDACTED] t [REDACTED] y [REDACTED] y [REDACTED] d [REDACTED] y [REDACTED] c [REDACTED] e [REDACTED] b [REDACTED] e [REDACTED] e [REDACTED] o [REDACTED] b [REDACTED] n [REDACTED] s. [REDACTED] t [REDACTED] s [REDACTED] h [REDACTED], [REDACTED] y [REDACTED] d [REDACTED] e. [REDACTED] t [REDACTED] n [REDACTED] A [REDACTED] t [REDACTED] d [REDACTED] [REDACTED].

99. [REDACTED] t [REDACTED] A [REDACTED] e [REDACTED] A [REDACTED] y [REDACTED] e [REDACTED] e [REDACTED] [REDACTED] b [REDACTED] e [REDACTED] [REDACTED] n [REDACTED] s [REDACTED] t [REDACTED] r [REDACTED] s [REDACTED] s [REDACTED] e [REDACTED] s [REDACTED] t [REDACTED] s [REDACTED] e [REDACTED] b [REDACTED] n [REDACTED] e [REDACTED] d [REDACTED] e [REDACTED] e [REDACTED] t [REDACTED] s, [REDACTED] e [REDACTED] s [REDACTED] s [REDACTED].

100. [REDACTED] h, [REDACTED] r, [REDACTED] e [REDACTED] s [REDACTED] A, [REDACTED] e [REDACTED] s [REDACTED].

101. In fact, TEG never received that particular copy of the source code from Max for that effort, obviously never installed the software at the federal government site, did not pay Max any funds under the SCLA, and no payment was ever made or even required in the document. Consistent with the foregoing, Exhibit A of the SCLA states that “Fees [are] waived until July 1, 2021. If [the SCLA] remains in-effect beyond that date, the [parties] agree to either (a) establish an ongoing fee structure and amend this agreement or (b) terminate this agreement.”

102. [REDACTED] e b [REDACTED] s [REDACTED], [REDACTED] e [REDACTED] t [REDACTED] d [REDACTED] r b [REDACTED] l [REDACTED] C [REDACTED] d

103. Max stated, in writing on August 25, 2023, that the SCLA was “terminated” effective when the government rescinded its offer because it “had already expired or terminated since the Parties did not establish an ongoing fee structure.” The SCLA terminated, according to Max, sometime before it issued its written notice. *See* attached **Exhibit 38**.

104. The “end user” of the software was always intended to be the federal government. TEG was never an “end user” of the software.

### The Federal Government's Interest in Denying the Preliminary Injunction

105. [REDACTED] s [REDACTED] s [REDACTED] c  
[REDACTED] d [REDACTED] d  
[REDACTED] g [REDACTED] l [REDACTED] s [REDACTED] I [REDACTED] e [REDACTED] s. [REDACTED] e [REDACTED] n [REDACTED] s  
[REDACTED] / [REDACTED] G [REDACTED] c  
[REDACTED] s [REDACTED] b, [REDACTED] D [REDACTED] d [REDACTED] n [REDACTED] b, [REDACTED] h [REDACTED] b.  
[REDACTED] s [REDACTED] e [REDACTED] n [REDACTED] C [REDACTED] s [REDACTED] r [REDACTED] s. [REDACTED] e [REDACTED] y [REDACTED] d [REDACTED] C [REDACTED] s h  
[REDACTED] e [REDACTED] b”

[REDACTED] i. [REDACTED] D [REDACTED] n

[REDACTED] s. [REDACTED] e

[REDACTED] D [REDACTED] h [REDACTED] g

[REDACTED] D [REDACTED] r. [REDACTED] e [REDACTED] D [REDACTED] s [REDACTED] s [REDACTED] s

[REDACTED] s [REDACTED] d [REDACTED] e [REDACTED] d [REDACTED] s

[REDACTED] s.



v [REDACTED] s [REDACTED] s [REDACTED] e [REDACTED] 9

[REDACTED] t. [REDACTED] e [REDACTED] s [REDACTED] s [REDACTED] r:

[REDACTED] )

[REDACTED] d [REDACTED] s [REDACTED] d [REDACTED] l)

[REDACTED] d [REDACTED] y [REDACTED] f)

[REDACTED] d [REDACTED] )

[REDACTED] d [REDACTED] r [REDACTED] d [REDACTED] k)

9. [REDACTED] G [REDACTED] s [REDACTED] y [REDACTED] d [REDACTED] p [REDACTED] e [REDACTED] s [REDACTED] h [REDACTED] t [REDACTED] l

[REDACTED] s [REDACTED] s. [REDACTED] , [REDACTED] G [REDACTED] d [REDACTED] t

[REDACTED] s [REDACTED] t [REDACTED] e. [REDACTED] s, [REDACTED] l [REDACTED] h

[REDACTED] t [REDACTED] G [REDACTED] s. [REDACTED] G [REDACTED] d [REDACTED] % [REDACTED] s

[REDACTED] r. [REDACTED] G [REDACTED] d [REDACTED] s [REDACTED] l [REDACTED] v [REDACTED] s [REDACTED] 5 [REDACTED] r [REDACTED] h

[REDACTED] ). [REDACTED] s [REDACTED] % [REDACTED] ,

[REDACTED] G [REDACTED] e

[REDACTED] t [REDACTED] s [REDACTED] 5 [REDACTED] : [REDACTED] v [REDACTED] l [REDACTED] s [REDACTED] t [REDACTED] G [REDACTED] s

[REDACTED] :

[REDACTED] d [REDACTED] d [REDACTED] l) [REDACTED] a

[REDACTED] e [REDACTED] e [REDACTED] d [REDACTED] b)

[REDACTED] d [REDACTED] n [REDACTED] d [REDACTED] l)

[REDACTED] d [REDACTED] d [REDACTED] l)

[REDACTED] f [REDACTED] S [REDACTED] )

[REDACTED] d [REDACTED] s [REDACTED] t

[REDACTED] d [REDACTED] d

[REDACTED] s [REDACTED] d [REDACTED]. [REDACTED], [REDACTED] C [REDACTED] t [REDACTED] y [REDACTED] n [REDACTED] t [REDACTED] g [REDACTED] c [REDACTED] l. [REDACTED] t [REDACTED] c [REDACTED] l, [REDACTED] e [REDACTED] t [REDACTED] c [REDACTED] d [REDACTED] e [REDACTED] y [REDACTED] l [REDACTED] s [REDACTED] e [REDACTED] C [REDACTED] h.

[REDACTED]. [REDACTED] h [REDACTED] e [REDACTED] s [REDACTED] h [REDACTED] e [REDACTED] e [REDACTED] d [REDACTED] f [REDACTED], [REDACTED] d [REDACTED] y [REDACTED] s [REDACTED] [REDACTED] [REDACTED], [REDACTED] G [REDACTED] [REDACTED] [REDACTED] t [REDACTED] e [REDACTED] [REDACTED] C [REDACTED] s [REDACTED] y [REDACTED] s. [REDACTED] G [REDACTED] e to [REDACTED] [REDACTED] g [REDACTED] [REDACTED] t [REDACTED] s [REDACTED], [REDACTED] [REDACTED] t [REDACTED] e [REDACTED] s [REDACTED] [REDACTED] t [REDACTED] G [REDACTED] [REDACTED] y [REDACTED] d [REDACTED] y [REDACTED] l. [REDACTED] 6, [REDACTED] G [REDACTED] d [REDACTED] e [REDACTED] 6 [REDACTED] n [REDACTED] s [REDACTED] n [REDACTED] g [REDACTED] s, [REDACTED] 6 [REDACTED] n [REDACTED] v customers [REDACTED] t [REDACTED] n [REDACTED] t [REDACTED] v [REDACTED] s, [REDACTED] d [REDACTED] y [REDACTED] 7 [REDACTED] n [REDACTED] [REDACTED] v [REDACTED] s. [REDACTED] s [REDACTED] 5 [REDACTED] e [REDACTED] d [REDACTED] d [REDACTED] 5 [REDACTED] h.

113. [REDACTED] G [REDACTED] y [REDACTED], [REDACTED] s [REDACTED] n [REDACTED] t [REDACTED] s [REDACTED] [REDACTED], [REDACTED] t [REDACTED] y [REDACTED] t \$ [REDACTED], [REDACTED] y [REDACTED]), [REDACTED] l [REDACTED] y [REDACTED]), [REDACTED] e [REDACTED] e [REDACTED] y [REDACTED] d [REDACTED] t [REDACTED]), [REDACTED] s [REDACTED] t [REDACTED]. [REDACTED], [REDACTED] d [REDACTED] d [REDACTED] h.

[REDACTED]. [REDACTED] d [REDACTED] s [REDACTED] g [REDACTED] s, [REDACTED] e [REDACTED] s, [REDACTED] d [REDACTED] l [REDACTED] l [REDACTED] s, [REDACTED] G [REDACTED] s [REDACTED] r [REDACTED] 4 [REDACTED] n [REDACTED] t [REDACTED] s [REDACTED] n [REDACTED] g [REDACTED] [REDACTED] C.

[REDACTED]. [REDACTED] d [REDACTED] G [REDACTED] y [REDACTED] r [REDACTED] e [REDACTED] n [REDACTED] h. [REDACTED] G [REDACTED] n [REDACTED] d [REDACTED] t [REDACTED] e [REDACTED] g [REDACTED] e



started to decline. [REDACTED] e  
[REDACTED] e [REDACTED] s [REDACTED] n [REDACTED] e [REDACTED].

121. TEG notified Max of these problems and requested that it honor the JVA and remedy these issues. Rather than devote the time and resources to resolve the issues, Max began to focus on other projects and priorities.

122. In or around December 2021, while testing Haptic Federal's source code TEG discovered [REDACTED] e [REDACTED] n [REDACTED] r [REDACTED], [REDACTED] d [REDACTED] c [REDACTED] s [REDACTED].

123. TEG immediately notified Max that this error was a breach of the JVA and threatened Haptic Federal's viability within the DoD. TEG warned Max in an email dated December 26, 2021 that [REDACTED] n [REDACTED] " [REDACTED] e [REDACTED] e [REDACTED] ) [REDACTED] s [REDACTED] l [REDACTED] l, [REDACTED] d [REDACTED] g. [REDACTED] e [REDACTED] l.

124. [REDACTED] s [REDACTED] r [REDACTED] A [REDACTED] e [REDACTED] l [REDACTED] e [REDACTED] c [REDACTED] l, [REDACTED] d [REDACTED] n [REDACTED] g [REDACTED] t [REDACTED] h [REDACTED] d [REDACTED] n [REDACTED] c [REDACTED] b. [REDACTED] n [REDACTED] y [REDACTED] G [REDACTED] r [REDACTED] x [REDACTED] t [REDACTED] n [REDACTED] t [REDACTED] e J [REDACTED] l.

125. Despite these assurances, Max continued to have issues with its coding quality and [REDACTED] o [REDACTED] d [REDACTED] o [REDACTED] v [REDACTED] o [REDACTED] g [REDACTED] d [REDACTED] e [REDACTED] e [REDACTED] e [REDACTED] d [REDACTED] n [REDACTED] c [REDACTED] l. [REDACTED] l [REDACTED], [REDACTED] o [REDACTED] s [REDACTED] e [REDACTED] d [REDACTED] n [REDACTED] 9 [REDACTED] c [REDACTED] l: [REDACTED] n [REDACTED] " [REDACTED] g [REDACTED] d [REDACTED] r [REDACTED] " [REDACTED] g. [REDACTED] e [REDACTED] s [REDACTED] e [REDACTED] d [REDACTED] g [REDACTED] r [REDACTED] s [REDACTED] r [REDACTED] r [REDACTED] D



[REDACTED] r [REDACTED] M [REDACTED] g [REDACTED] s [REDACTED] e [REDACTED] C [REDACTED] r  
[REDACTED] s [REDACTED] l.

126. [REDACTED] D [REDACTED] y  
[REDACTED] S [REDACTED] D, [REDACTED] h,  
[REDACTED] x [REDACTED] l  
[REDACTED] t  
[REDACTED] s [REDACTED] d [REDACTED] e [REDACTED] s [REDACTED] e. [REDACTED] x [REDACTED] l  
[REDACTED] e [REDACTED] n [REDACTED] G [REDACTED] k [REDACTED] o [REDACTED] b  
[REDACTED] k, [REDACTED] x [REDACTED] d [REDACTED] l.

127. These errors severely tarnished TEG's and Haptic Federal's reputations and threatened the viability of marketing Haptic Federal to any organization within the DoD. Because of these critical software code failures discovered by TEG while working with the DoD customer no additional sales were made and millions in potential revenue was lost.

128. As TEG pushed Max to live up to its duties under the JVA, Max started attempting to exert more and more control over the demonstration and testing process with the government customer. Max used licensing and access issues as a pretext to insert itself into TEG's role as the face of Haptic Federal. Max made false allegations that TEG was allowing unauthorized users to access Haptic Federal's source code. These allegations were categorically false.

129. The only third parties that were ever provided access to the Haptic Federal source code by TEG were TEG's licensed government customers. These customers were only granted access for purposes of the required government scanning for vulnerabilities. TEG has not and does not put the software or its source code at risk.

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing  
is true and correct.

Executed on January 31, 2025

  
Robert Clare

# EXHIBIT

1



# EXHIBIT

2



# EXHIBIT

3







# EXHIBIT

4

Sunday, December 10, 2023 at 13:36:42 Eastern Standard Time

---

**Subject:** Re: Looking forward to speaking with you upon your return  
**Date:** Friday, April 13, 2018 at 13:35:49 Eastern Daylight Time  
**From:** Kevin Mullican <kmullican@triangleexperience.com>  
**To:** Brandon Fischer <brandon@fischfam.com>  
**CC:** Rob Clare <rclare@triangleexperience.com>, Sean McCluskey <sean@triangleexperience.com>

Welcome back. Let's talk on Tuesday at 11am/2pm.

V/R

Kevin Mullican  
Chief Technology Officer  
Triangle Experience Group

[kmullican@triangleexperience.com](mailto:kmullican@triangleexperience.com)  
323-683-0604

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**From:** Brandon Fischer <brandon@fischfam.com>  
**Sent:** Thursday, April 12, 2018 1:24:22 PM  
**To:** Kevin Mullican  
**Cc:** Rob Clare; Sean McCluskey  
**Subject:** Re: Looking forward to speaking with you upon your return

Good afternoon, Kevin:

I am back! My family and I had a great time in Whistler and we all disconnected more than any previous vacation - it was a nice break.

I also enjoyed speaking with you a couple weeks ago and I look forward to seeing if we can work something out. Can we schedule a follow-up call on Tuesday afternoon? So far, I've recruited 2 former colleagues (a front-end and back-end s/w engineer) - they are currently employed but are willing to come on-board once we are ready. I have more meetings over the next few days and would like to get at least two more commitments [REDACTED]

[REDACTED] As I mentioned, I have a pretty strict non-compete that prevents me from working with existing and even former customers/partners until June 2019.

We can discuss all of the above further on the call next week... let me know what works for you on Tuesday afternoon. At this moment, I am wide open between 1-4pm ET if you want to pick a time and send me an invite.

thank you,  
Brandon

Sent from my iPhone

On Apr 4, 2018, at 10:14 AM, Kevin Mullican <[kmullican@triangleexperience.com](mailto:kmullican@triangleexperience.com)> wrote:

Hi Brandon,

Thank you for taking time to speak with me last week. I trust you are enjoying your time off. I look forward to picking up our conversation and starting the proposal process when you return.

V/R

Kevin Mullican

Chief Technology Officer

Triangle Experience Group

[kmullican@triangleexperience.com](mailto:kmullican@triangleexperience.com)

323-683-0604

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# EXHIBIT

## 5

Message

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**From:** Brandon Fischer [brandon@maxminds.com]  
**Sent:** 5/23/2018 1:35:59 PM  
**To:** Kevin Mullican [kmullican@triangleexperience.com]  
**Subject:** Re: Following Up

Hi Kevin:

No problem at all... thank you for the update.

FYI, my team has grown to 8 software engineers with a broad range of skills from cloud architecture to embedded software and mobile app development - mostly former Prysm engineers.

Please don't hesitate to reach if/when we can be of any assistance.

Thank you,  
Brandon

Sent from my iPhone

On May 23, 2018, at 12:37 PM, Kevin Mullican <[kmullican@triangleexperience.com](mailto:kmullican@triangleexperience.com)> wrote:

Hi Brandon,

Sorry to take so long to get back to you. As you predicted, Prysm got cold feet and did the changes we needed.

I hope you and I can keep in touch as we evolve our offerings in response to our Government requirements. Thank you for all your help so far.

V/R  
Kevin Mullican  
Chief Technology Officer  
Triangle Experience Group

[kmullican@triangleexperience.com](mailto:kmullican@triangleexperience.com)  
323-683-0604

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**From:** Brandon Fischer <[brandon@maxminds.com](mailto:brandon@maxminds.com)>  
**Sent:** Thursday, May 3, 2018 10:24:52 AM  
**To:** Kevin Mullican  
**Subject:** Re: Following Up

Hi Kevin:

I apologize for my slow reply. FYI, I've officially formed my new LLC ([www.maxminds.com](http://www.maxminds.com)). I am sending this email from my new email address... please update your records.

[REDACTED]

As far as timeline goes, the work can be completed in 4-6 weeks, once we have full access to the source

[REDACTED]

Please keep me posted on the progress that you're making with Prysm... would be good if we had a couple weeks notice before the expected project kickoff.

thank you,  
Brandon

—  
Brandon Fischer  
*Chief Innovator*

M: 317-514-5000  
E: [brandon@maxminds.com](mailto:brandon@maxminds.com)

**MAX - Innovation by Design**  
[www.maxminds.com](http://www.maxminds.com)

On Fri, Apr 20, 2018 at 11:47 AM, Kevin Mullican <[kmullican@triangleexperience.com](mailto:kmullican@triangleexperience.com)> wrote:  
Brandon,

I've attached the results of the scan. At a minimum, we need to address the critical findings.

We're working on Prysm.

V/R

Kevin Mullican  
Chief Technology Officer  
Triangle Experience Group

[kmullican@triangleexperience.com](mailto:kmullican@triangleexperience.com)  
323-683-0604

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**From:** Brandon Fischer <[brandon@fischfam.com](mailto:brandon@fischfam.com)>

**Sent:** Friday, April 20, 2018 5:22:39 AM

**To:** Kevin Mullican

**Subject:** Following Up

Good morning, Kevin:

I just wanted to follow-up with you. If you'd like for me to give you a more accurate quote, please send over the document that you referenced on our call. If you're considering a different direction on this, no worries at all... just let me know.

[REDACTED]

Please keep me posted... would love the opportunity to work with you guys at TEG.

thanks,  
Brandon



# EXHIBIT

## 6







# EXHIBIT

7

Message

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**From:** Brandon Fischer [brandon@maxminds.com]  
**Sent:** 6/6/2019 3:32:47 PM  
**To:** Rob Clare [rclare@triangleexperience.com]  
**CC:** llins2228@gmail.com; Larry Lins [larry.lins@triangleexperience.com]; Jeff Mase [jmase@triangleexperience.com]  
**Subject:** Re: Zoom Invite for MAX/TEG

Great. I am free between 2-5pm on Thursday, June 20th. If you want to shoot me a specific time that works for your team that afternoon, I will respond with an invite. (a zoom invite ;-)

thanks,  
Brandon

--

**Brandon Fischer**  
*Founder, Chief Innovator*

M: 317-514-5000  
E: [brandon@maxminds.com](mailto:brandon@maxminds.com)

**MAX - Innovation by Design**  
[www.maxminds.com](http://www.maxminds.com)

On Thu, Jun 6, 2019 at 3:08 PM Rob Clare <[rclare@triangleexperience.com](mailto:rclare@triangleexperience.com)> wrote:  
Yes sir. I'd like to have more of my ops guys on the line.

We're open Thursday.

Get [Outlook for Android](#)

---

**From:** Brandon Fischer <[brandon@maxminds.com](mailto:brandon@maxminds.com)>  
**Sent:** Thursday, June 6, 2019 2:38:20 PM  
**To:** Rob Clare  
**Cc:** [llins2228@gmail.com](mailto:llins2228@gmail.com); Larry Lins; Jeff Mase  
**Subject:** Re: Zoom Invite for MAX/TEG

Thank you, Rob... that sounds like a good next step.

How about we sync back up sometime on Thursday, June 20th? I leave for San Francisco on the 21st and will be hard to reach the following week.

thanks,  
Brandon

--

**Brandon Fischer**  
*Founder, Chief Innovator*

M: 317-514-5000  
E: [brandon@maxminds.com](mailto:brandon@maxminds.com)

**MAX - Innovation by Design**  
[www.maxminds.com](http://www.maxminds.com)

On Tue, Jun 4, 2019 at 8:58 PM Rob Clare <[rclare@triangleexperience.com](mailto:rclare@triangleexperience.com)> wrote:  
Great discussion today. Thank you for taking the time to chat. I think you are on the right path. Thanks for sharing.

Robert Clare  
Triangle Experience Group, Inc  
910-489-9520  
1401 Wilson Blvd Suite B-01  
Arlington, VA 22209

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---

**From:** Brandon Fischer <[brandon@maxminds.com](mailto:brandon@maxminds.com)>  
**Sent:** Tuesday, June 4, 2019 9:17 AM  
**To:** [llins2228@gmail.com](mailto:llins2228@gmail.com); Larry Lins; Rob Clare; Jeff Mase  
**Subject:** Zoom Invite for MAX/TEG

Join Zoom Meeting  
<https://zoom.us/j/582814456>

One tap mobile  
+16465588656,,582814456# US (New York)  
+14086380968,,582814456# US (San Jose)

Dial by your location  
+1 646 558 8656 US (New York)  
+1 408 638 0968 US (San Jose)  
Meeting ID: 582 814 456  
Find your local number: <https://zoom.us/u/acZ5UOIYZc>

--

**Brandon Fischer**  
*Founder, Chief Innovator*

M: 317-514-5000  
E: [brandon@maxminds.com](mailto:brandon@maxminds.com)

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[www.maxminds.com](http://www.maxminds.com)



Message

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**From:** Brandon Fischer [brandon@maxminds.com]  
**Sent:** 7/2/2019 2:05:55 PM  
**To:** Rob Clare [rclare@triangleexperience.com]; Jeff Mase [jmase@triangleexperience.com]  
**CC:** Larry Lins [Larry.Lins@triangleexperience.com]  
**Subject:** MAX - Preview in DC on July 16/17 ?

Good afternoon, guys:

I am going to be out in DC in a couple weeks and wanted to see if you'll be around and interested in meeting to get a preview of my new HAPTIC app? We've made some great progress over the past month since we last spoke!

I am scheduling a few meetings at the Planar showroom and invite you to come over there and/or we could find a time to meet over at your office too. Let me know what you think.

For full transparency, my goal is to find a partner who is willing to invest in my team and our product and, in return, receive special licensing terms/conditions that allows them to make 2x return on their investment + a period of exclusivity in the federal space. Would love for you guys to be that partner and I hope we can find time to get together that week. If you'd like to talk beforehand, just let me know.

thanks,  
Brandon

--

**Brandon Fischer**  
*Founder, Chief Innovator*

M: 317-514-5000  
E: [brandon@maxminds.com](mailto:brandon@maxminds.com)

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# EXHIBIT

8



**MUTUAL NONDISCLOSURE AGREEMENT**  
**TEG/MAX Minds LLC**

THIS AGREEMENT is made and entered into as of JULY 17, 2019 by and between Triangle Experience Group, Inc (TEG) a corporation organized and existing under the laws of the Commonwealth of Virginia with an office located at 1 Bowman Drive, Suite 175, Fredericksburg, VA 22408 and Max Minds, LLC (MAX) a corporation organized and existing under the laws of the State of Indiana having offices at 4142 Pete Dye Blvd, Carmel, IN 46033. "Party" means each party individually; "Parties", "Disclosing Party", or "Receiving Party" means TEG and MAX, or each Party individually as they receive or disclose information.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the Parties hereto do hereby mutually agree as follows:

1. **Definitions.** Confidential Information means all confidential or proprietary information in oral, written, graphic, electronic or other form including, but not limited to, past, present and future business, financial and commercial information, business concepts, prices and pricing methods, marketing and customer information, financial forecasts and projections, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know-how, computer programs, products, equipment, product road maps, prototypes, samples, designs, data sheets, schematics, configurations, specifications, techniques, drawings, and any other data or information delivered by either of the Parties to the other.
2. **Identification of Confidential Information.** All information which is disclosed by the Disclosing Party to the Receiving Party and which is to be protected hereunder as Confidential Information:
  - (a) shall be limited to Confidential Information disclosed to the Receiving Party during the term of this Agreement;
  - (b) if in writing or other tangible form, shall be identified at the time of delivery by means of a clearly marked permanent stamp or conspicuous label bearing a term such as "Confidential", "Proprietary", "Competition Sensitive", or equivalent;
  - (c) if disclosed in electronic form on digital media or other storage media, shall be marked with an appropriate legend display when the information originally runs on a computer system and when the information is printed from its data file; and
  - (d) if disclosed in other than permanent form (for example verbally or visually) shall be: (i) identified as proprietary or confidential prior to disclosure; or (ii) identified as confidential within ten (10) days of the initial disclosure in a written notice summarizing the nature of the disclosure.

In addition, all information disclosed as a result of Receiving Party's access to Disclosing Party's system(s) shall be protected hereunder as confidential information, regardless of whether that information contains any markings identifying it as such.

3. **Term of Confidentiality.** The Receiving Party will hold Confidential Information in confidence for a period of five (5) years following its receipt in accordance with this Agreement.
4. **Standard of Care for Protection**
  - (a) The obligation to protect Confidential Information will be satisfied if the Receiving Party utilizes the same controls it employs to avoid disclosure, publication or dissemination of its own Confidential Information of a similar nature, but in any case, not less than reasonable care.



(b) The Receiving Party will make Confidential Information available only to those of its employees, consultants and contractors having a need to know and solely for the Purpose of this Agreement, provided that the Receiving Party has taken adequate steps to bind an employee and other recipients with respect to the use and protection of the Confidential Information under terms and conditions substantially similar to those herein.

5. **Points of Contact.** The designated points of contact with respect to the transmission and control of Confidential Information exchanged hereunder are designated by the respective Parties as follows:

For MAX:        Brandon Fischer  
Address:        4142 Pete Dye Blvd  
                     Carmel, IN 46033  
e – mail:        [brandon@maximinds.com](mailto:brandon@maximinds.com)  
Telephone:      317-514-5000

For: TEG: Janna Clare  
Address: 1 Bowman Dr., Suite 175  
             Fredericksburg, VA  
             22408  
email: [jclare@triangleexperience.com](mailto:jclare@triangleexperience.com)  
Telephone: 910-489-9521

Each Party may change its designation by written notice to the other.

6. **Exclusions.** This Agreement shall not restrict disclosure or use of Confidential Information that is:
- (a) developed by the Receiving Party independently of the Disclosing Party's Confidential Information as demonstrated by tangible evidence;
  - (b) rightly in possession of the Receiving Party prior to its disclosure to the Receiving Party under this Agreement;
  - (c) obtained without restriction by the Receiving Party from a third party who rightfully provided it;
  - (d) publicly available other than through the fault or negligence of the Receiving Party; or
  - (e) approved for release by written authorization of the Disclosing Party.
7. **Mandatory Disclosure.** In the event the Receiving Party is requested or required by legal process to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party shall give prompt notice so that the Disclosing Party may seek a protective order or other appropriate relief. In the event that such protective order is not sought or obtained, the Receiving Party shall disclose only that portion of the Confidential Information that its counsel advises that it is legally required to disclose.
8. **Materials.** All materials provided by "Parties" under this Agreement remain the property of that Party and shall be returned upon request, together with all copies with a certification signed by Company that all copies thereof have either been or are being returned, or have been destroyed to the best of Company's knowledge
9. **Property Rights.** All Confidential Information furnished hereunder shall remain the property of the Disclosing Party and shall be returned or destroyed promptly at Disclosing Party's request together with all copies made thereof by the Receiving Party hereunder. Confidential Information shall not be disclosed to any third parties except as specified in this Agreement. Confidential Information may be used and copied only as necessary for the Purpose. Upon request, the Receiving Party shall send the Disclosing Party a certificate certifying the destruction of Confidential Information.
10. **No License of Other Rights.** Neither the execution of this Agreement nor the furnishing of any information hereunder shall be construed as granting, either expressly or by implication, estoppel or otherwise, any license or other rights under any invention, copyright, patent, trademark or other intellectual property, now or hereafter, owned or controlled by the Disclosing Party. Each Party warrants that it has the right to provide Confidential Information for the Purpose.



10. **Remedies.** The Parties acknowledge that their respective Confidential Information is valuable and unique and that disclosure in breach of this Agreement will result in irreparable injury to the Disclosing Party. Therefore, in the event of a breach or threatened breach of the terms of this Agreement, the Disclosing Party shall be entitled to an injunction prohibiting any such breach in addition to and not in lieu of any other rights and remedies including monetary damages.
11. **Export Requirements.** The Parties agree to comply with all applicable export laws, rules and regulations of the United States Government, including without limitation, the International Traffic in Arms Regulations of the U.S. Department of State and the Export Control Act of the U.S. Department of Commerce, in connection with the disclosure, use, and export of any Confidential Information disclosed hereunder. Each Party agrees to provide such information as the other Party shall reasonably consider necessary to verify compliance with this provision. If the Receiving Party of export-restricted information improperly discloses such information, the Receiving Party shall indemnify and hold harmless the Disclosing Party from all resulting claims. The foregoing indemnity is conditioned upon: (1) the Disclosing Party providing the Receiving Party with prompt notice of any applicable claim; and (2) the Receiving Party being given sole control over the defense and settlement of the claim
12. **Publicity.** A Party shall not in any way or in any form disclose, publicize, or advertise in any manner the discussions, transactions or subject matter arising out of or relating to this Agreement without the prior written consent of all other Parties.
13. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, USA, without regard to its conflicts of laws rules. The International Sale of Goods Convention shall not apply to this Agreement.
14. **Term of Agreement.** The term of this Agreement shall be two (2) years from the date first written above, unless earlier terminated by either Party upon providing thirty (30) days prior written notice. However, the expiration of this Agreement shall not relieve the Parties of their obligations hereunder regarding the protection and use of Confidential Information during the period set forth in Paragraph 3 hereof.
15. **Scope.** This Agreement, along with the exchange of Confidential Information pursuant to this Agreement, shall not give rise to any commitment or obligation for the Parties to enter into any business relationship. Any commitments, obligations, or intentions beyond the protection of Confidential Information shall be addressed in a definitive agreement. No warranties or representations are given for the Confidential Information. The Receiving Party relies on Confidential Information at its own risk. Until a definitive agreement is signed following a more developed relationship, Confidential Information is provided for discussion purposes and only for the Purpose of this Agreement.
16. **General.** This is the entire Agreement between the Parties concerning the exchange of Confidential Information and it supersedes any prior or contemporaneous written or oral agreements thereon and may not be amended or modified except by subsequent agreement in writing by duly authorized officers or representatives of the Parties. Nothing herein is intended to or shall create any agency, joint venture or partnership between the Parties. No failure or delay, in whole or in part, by a Party in exercising any right, power or remedy operates as a waiver thereof. This Agreement is personal to the Parties and non-assignable without the prior written consent of all other Parties. This Agreement shall be binding upon and inure to the benefit of any successor in interest to a Party.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives:

**Max Minds, LLC**

Agreed:

Max Minds, LLC

By:

Name: Brandon Fischer  
Title: CEO  
Date: July 17, 2019

**Triangle Experience Group, Inc**

Agreed:

Triangle Experience Group, Inc

By:

Name: Janna Clare  
Title: CFO  
Date: July 17, 2019

\* Each of the Parties intends that the printing of its signature printed by a receiving printer or fax machine to constitute an original signature, or to have the equivalent evidentiary value of the original signature.

# EXHIBIT

9





# EXHIBIT

## 10





# EXHIBIT

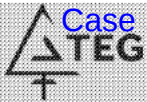
11



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# EXHIBIT

## 12



## Joint Venture Agreement

### Agreement

Triangle Experience Group ("TEG") and Max Minds, LLC ("MAX") are entering into the following Joint Venture Agreement. The key tenants of the agreement are:

1. TEG will represent the capability, maintain the delivered systems and provide capability attributes statements to the federal customer. TEG will maintain a web presence for marketing material of the Haptic Federal product. TEG will deliver, deploy, sustain and develop customer requirements.
2. MAX will develop and engineer capabilities to support the customer needs. TEG and MAX will partner together to deliver capabilities to the end user in the federal customer space.

The agreement has three main sections:

1. Collective approach to sell, deliver and sustain a collaborative capability to the US Government.
2. Share revenues awarded by US Government customers.
3. Maintain a federally focused source code, called Haptic Federal, for exclusive use by the US government. The exclusivity comes with TEG's ability to sell, market, install, train, maintain the capability. Considering, MAX concentrates on the development and engineering of its platform.

### Retainer

TEG agrees to execute an initial retainer payable to MAX. The retainer and associated payment schedule is commensurate and contingent upon government funds. Retainer payments are credited towards revenue targets below.

1. 1 Feb – 30 Apr 2020: \$45k, payable on or before 01 Feb 2020
2. 1 May- 27 July 2020: \$75k, payable on or before 01 May 2020
3. 27 July 2020 – 27 July \$25k per month, payable on or before the first of each month.

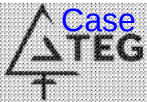
Description of payments:

- Payment #1 is guaranteed currently available funds
- Payment #2 is proposed & contingent upon govt funding of the remaining ceiling on base year contract
- Payment #3 is proposed & contingent upon govt funding the option year associated with current contract
- All \$25k per month retainer fees in this section will end and be replaced once the sales revenue payments meet or exceed \$300K per year as per section titled "**TEG and MAX revenue share**" of this Joint Venture agreement.

Retainer payments will be used by MAX for the following:

- Create and maintain a branch of the Haptic source code, called Haptic Federal;
- Install and support the 2x installations that TEG has requested for testing and demonstration purposes;
- As the commercial Haptic platform evolves, MAX will provide TEG with a software update at least once every 3 months;





- MAX will support TEG, when possible, at any demos/events;
- MAX will collaborate with TEG on marketing/sales collateral.

**Exclusivity of Distribution**

TEG is the exclusive distributor/reseller of the Haptic Federal product into the federal market.

Below are the license-based revenue targets, paid to MAX, that need to be hit in order to (maintain) the exclusivity beyond the first year.

- \$300K in 2020
- \$1M in 2021
- \$3.75 in 2022
- \$5M in 2023
- \$10M in 2024
- after year 5, a 50% growth rate year-over-year

**Information Exchange**

TEG and Max agrees to establish and share an electronic files system. TEG and MAX agree to work collaboratively on the preparation and delivery of:

- Proposals
- Marketing materials
- Activity reporting to government customers

TEG and MAX agree to conduct routine project and program management review discussions.

**Intellectual Property**

Any Intellectual Property ("IP") resulting from custom software development that is paid for by TEG will be co-owned by TEG and MAX, except any plug-in features paid for by the government that are contractual deliverables to the govt customer.

**Demo Product/Licenses**

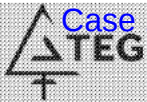
MAX agrees to partition two instances of Haptic Federal, for testing and demo purposes, and provide TEG with the ability to create unlimited user accounts. One instance will be used for testing and development and one will be used for demonstrations. Both instances will be installed in the TEG commercial data center. The data center will be hosted by TEG and access will be given to MAX personnel.

**Source Code**

If either TEG or MAX should cease to be a viable company the other company would convert ownership of the source code in an ownership transfer, so long as TEG is still the exclusive reseller/distributor.

**Haptic Federal Pricing**

- Target MSRP \$500k (minimum \$250K, per location) On-Prem C4MAP Secure Gateway Nod (SGN): TEG is responsible for shipping, delivery, functional acceptance, install, training and Tier 1 support.
- Target MSRP year over year renewal: 20% of negotiated sale price above (minimum \$50K per year, per location)



- MAX and/or MAX development partners may develop new products or add-ons that TEG can resell into the federal market. Pricing and margin to be determined.

**TEG and MAX revenue share:**

- 50% on total sale of Haptic Federal product and user license sales in federal customer and opportunity business space
  - Exceptions: Training, A/V installs, additional H/W expenses, accessories
- 50% on total sale in non-federal opportunities, when using co-owned IP
  - Exceptions: Any non-federal sale opportunity exclusive to TEG or MAX

**Channel Sales and Display Partner Relationships**

- TEG will establish and manage all federal channel sales partnerships. Any channel discount will be negotiated using TEG's portion of the TEG/MAX shared revenue.
- TEG recognizes that MAX maintains close relationships with display manufacturers, like Planar, Dell, etc. These display manufacturers will occasionally send sales leads and/or invite MAX to participate with them in events/tradeshows. Any Federal sales opportunities that come to MAX from these events will be handed off to TEG. For these opportunities, TEG agrees to resell displays from the display manufacturer and not specify a competitive product.

**Acquisition of Source Code**

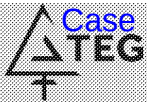
If TEG finds a suitor for the Haptic Federal product, MAX would be willing to sell the Haptic Federal source code. Sale price could be calculated as the greater of \$5M -or- 5x gross sales from the previous year. If TEG and MAX both agree on all terms of the sale, the proceeds could be split in the following way:

- 50% split, if sale price is \$20M or more.
- 70% MAX, 30% TEG if sale price is less than \$20M.

**Drag-Along Rights**

If either MAX or TEG is sold; the terms of this agreement will still be honored by the acquiring company for 36 months.

SIGNATURE PAGE FOLLOWS



UNCLASSIFIED

# 4878

The Joint Venture Agreement is accepted on this 13<sup>th</sup> day of January 2020.

Triangle Experience Group ("TEG")

Max Minds, LLC ("MAX")

Robert Clare

Digitally signed by Robert  
Clare  
Date: 2020.01.23 12:39:40  
-05'00'

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: Robert Clare

Printed: Brandon Fischer

Title: CEO/President

Title: CEO/Founder

Date: 23 January 2020

Date: 23 January 2020

# EXHIBIT

## 13











































































































































































































































































































































# EXHIBIT

# 14





# EXHIBIT

## 15

Message

**From:** Brandon Fischer [brandon@maxminds.com]  
**Sent:** 1/31/2020 11:55:11 AM  
**To:** Jeff Mase [jmase@triangleexperience.com]  
**CC:** Bobby Schuster [bobby@maxminds.com]; Mark Mahoney [mark.mahoney@triangleexperience.com]; Rob Clare [rclare@triangleexperience.com]; Leland Kraatz [leland@triangleexperience.com]; Sean Walker [swalker@triangleexperience.com]  
**Subject:** Re: VJOC Test Plan

Hey guys:

[REDACTED]

Mark: when you have a few minutes, please go through and score the current version of Haptic (as if you were Jim Ciciora)... scoring fields are located to the right in **BLUE**... then let's all review together next week. Feel free to insert notes on the far right.

[https://docs.google.com/spreadsheets/d/1aV0sx9IWsdJNl2DY3\\_3BaIcusXOb6NKU4d4FSy2pg68/edit?usp=sharing](https://docs.google.com/spreadsheets/d/1aV0sx9IWsdJNl2DY3_3BaIcusXOb6NKU4d4FSy2pg68/edit?usp=sharing)

thanks,  
B

--

**Brandon Fischer**  
*Founder, Chief Innovator*

M: 317-514-5000  
E: [brandon@maxminds.com](mailto:brandon@maxminds.com)

**MAX - Innovation by Design**  
[www.maxminds.com](http://www.maxminds.com)

On Thu, Jan 30, 2020 at 3:57 PM Jeff Mase <[jmase@triangleexperience.com](mailto:jmase@triangleexperience.com)> wrote:  
Gents,

I was working on some other stuff [REDACTED]

I brought it up in conversation during the zoom yesterday [REDACTED] Think it will help in advance of next conversation with [REDACTED]

KR  
Jmase  
TEG

# EXHIBIT

## 16

Native  
Document















**Document Produced Natively**







# EXHIBIT

# 18

**Document Produced Natively**











































# EXHIBIT

## 19

## Message

**From:** Brandon Fischer [brandon@maxminds.com]  
**Sent:** 7/8/2021 5:00:29 PM  
**To:** Jeff Mase [jmase@triangleexperience.com]  
**CC:** Rich Gargas [rich@maxminds.com]  
**Subject:** Haptic Chat UI - July 2021  
**Attachments:** Haptic\_Chat\_UI\_July2021.pdf

---

Hi Jeff:

Attached is the latest version of the [REDACTED] that we are planning to implement in August.

thanks,  
B

--

**Brandon Fischer**  
*Founder, Chief Innovator*

M: 317-514-5000  
E: [brandon@maxminds.com](mailto:brandon@maxminds.com)

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[www.maxminds.com](http://www.maxminds.com)

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# EXHIBIT

## 20













# EXHIBIT

## 21

Message

**From:** Jeff Mase [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=19048B73B55242BC9E635B7C1ED7B03B-JMASE]  
**Sent:** 9/5/2022 7:07:57 AM  
**To:** David Sinnk [david.sinnk@triangleexperience.com]  
**CC:** Kevin Mullican [kmullican@triangleexperience.com]; Wayne Potts [wpotts@triangleexperience.com]; Nico Ruggerio [nicoruggiero@triangleexperience.com]; Walter "Willie" Cummings [wcummings@triangleexperience.com]; Rob Clare [rclare@triangleexperience.com]; Michael Bowers [mbowers@triangleexperience.com]; Larry Lins [larry.lins@triangleexperience.com]  
**Subject:** Re: Sprint Priorities & open tickets  
**Attachments:** Fall Sprint\_Maxminds2022.docx

**From:** Jeff Mase

**Sent:** Sunday, September 4, 2022 6:03 PM

**To:** David Sinnk <david.sinnk@triangleexperience.com>

**Cc:** Kevin Mullican <kmullican@triangleexperience.com>; Wayne Potts <wpotts@triangleexperience.com>; Nico Ruggerio <NicoRuggiero@triangleexperience.com>; Walter "Willie" Cummings <wcummings@triangleexperience.com>; Rob Clare <rclare@triangleexperience.com>; Michael Bowers <mbowers@triangleexperience.com>; Larry Lins <Larry.Lins@triangleexperience.com>

**Subject:** Sprint Priorities & open tickets

Dave,

I will be in Hawaii for the next few weeks, so I am put this out for the team for our next meeting.

Team - add course corrections or gaps to the document.

**Jeff Mase**

**Virtual JOC (VJOC)**

Triangle Experience Group, Inc.

973-222-4746 (C)

888-834-8562 (support)

SIPR: jeffrey.c.mase2.ctr@mail.smil.mil

NIPR: jeffrey.c.mase2.ctr@army.mil

jase@triangleexperience.com



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## 22













Message

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**From:** Jeff Mase [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=19048B73B55242BC9E635B7C1ED7B03B-JMASE]  
**Sent:** 3/9/2023 10:42:27 AM  
**To:** David Sinnk [david.sinnk@triangleexperience.com]  
**Subject:** Re: Max Notes 07MAR  
**Attachments:** 7 March 2023 - TEG\_Max Sync.pdf

Dave,

Send these to max as a recap from Tuesday. I will work on Agenda for today.

BREAK

I will take those notes, and add them to your doc from 8 Nov. Then I will add to Agenda.

Heading to Airport now.

**Jeff Mase**

**Virtual JOC (VJOC)**

Triangle Experience Group, Inc.

973-222-4746 (C)

888-834-8562 (support)

SIPR: jeffrey.c.mase2.ctr@mail.smil.mil

NIPR: jeffrey.c.mase2.ctr@army.mil

jmase@triangleexperience.com



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**From:** David Sinnk <david.sinnk@triangleexperience.com>  
**Sent:** Thursday, March 9, 2023 10:09 AM  
**To:** Jeff Mase <jmase@triangleexperience.com>  
**Subject:** Max Notes 07MAR

Thanks,

**David Sinnk**

*Product Manager*

Triangle Experience Group (TEG)

910-987-4270 (C)



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Best Regards,

**Schaffer Robichaux**

*Sr. Product Manager*

[srobichaux@triangleexperience.com](mailto:srobichaux@triangleexperience.com)

mobile: 225.241.1893

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## 23















# EXHIBIT

## 24



























































































# EXHIBIT

## 25

**Document Produced Natively**









# EXHIBIT

## 26

Message

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**From:** Mark Mahoney [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=1FDE231A643C45B09805208913AC7606-MARK.MAHONE]  
**Sent:** 3/11/2020 12:35:05 PM  
**To:** Brandon Fischer [brandon@maxminds.com]  
**CC:** Jeff Mase [jmase@triangleexperience.com]; Rob Clare [rclare@triangleexperience.com]  
**Subject:** [REDACTED]  
**Attachments:** [REDACTED]

Mark Mahoney  
Triangle Experience Group, Inc  
TEG  
703-344-6061  
Mark.Mahoney@triangleexperience.com

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**From:** Brandon Fischer <brandon@maxminds.com>  
**Sent:** Wednesday, March 11, 2020 12:22 PM  
**To:** Mark Mahoney <Mark.Mahoney@triangleexperience.com>  
**Cc:** Jeff Mase <jmase@triangleexperience.com>; Rob Clare <rclare@triangleexperience.com>  
**Subject:** Re: [REDACTED]

Thx - can you please send to me as a PDF ?

thanks,  
B

--

**Brandon Fischer**  
*Founder, Chief Innovator*

M: 317-514-5000  
E: [brandon@maxminds.com](mailto:brandon@maxminds.com)

**MAX - Innovation by Design**  
[www.maxminds.com](http://www.maxminds.com)

On Wed, Mar 11, 2020 at 12:03 PM Mark Mahoney <[Mark.Mahoney@triangleexperience.com](mailto:Mark.Mahoney@triangleexperience.com)> wrote:  
Brandon,

[REDACTED]

Mark Mahoney  
Triangle Experience Group, Inc  
TEG  
703-344-6061  
[Mark.Mahoney@triangleexperience.com](mailto:Mark.Mahoney@triangleexperience.com)

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**From:** Jeff Mase <[jmase@triangleexperience.com](mailto:jmase@triangleexperience.com)>  
**Sent:** Wednesday, March 11, 2020 11:14 AM  
**To:** Mark Mahoney <[Mark.Mahoney@triangleexperience.com](mailto:Mark.Mahoney@triangleexperience.com)>  
**Subject:** Re: USFK Diagram

Thanks Mark.

**Jeff Mase**  
Triangle Experience Group  
11182 Hopson Road  
Ashland, VA 23005  
757-203-6458 (O)  
973-222-4746 (C)

NIPR: [jeffrey.c.mase2.ctr@mail.mil](mailto:jeffrey.c.mase2.ctr@mail.mil)  
SIPR: [jeffrey.c.mase2.ctr@mail.smil.mil](mailto:jeffrey.c.mase2.ctr@mail.smil.mil)

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**From:** Mark Mahoney <[Mark.Mahoney@triangleexperience.com](mailto:Mark.Mahoney@triangleexperience.com)>  
**Sent:** Wednesday, March 11, 2020 10:33 AM  
**To:** Jeff Mase <[jmase@triangleexperience.com](mailto:jmase@triangleexperience.com)>; Brandon Fischer <[brandon@maxminds.com](mailto:brandon@maxminds.com)>  
**Cc:** Rob Clare <[rclare@triangleexperience.com](mailto:rclare@triangleexperience.com)>  
**Subject:** Re: USFK Diagram

Jeff,



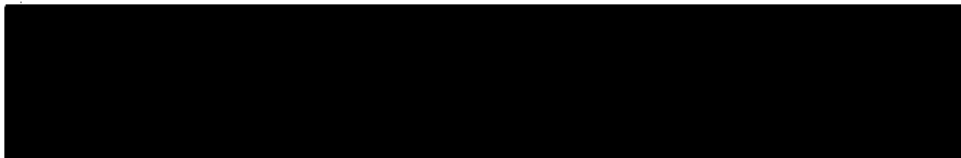
Mark Mahoney

Triangle Experience Group, Inc  
TEG  
703-344-6061  
[Mark.Mahoney@triangleexperience.com](mailto:Mark.Mahoney@triangleexperience.com)

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---

**From:** Jeff Mase <[jmase@triangleexperience.com](mailto:jmase@triangleexperience.com)>  
**Sent:** Wednesday, March 11, 2020 10:27 AM  
**To:** Mark Mahoney <[Mark.Mahoney@triangleexperience.com](mailto:Mark.Mahoney@triangleexperience.com)>  
**Subject:** Re: USFK Diagram




**Jeff Mase**  
Triangle Experience Group  
11182 Hopson Road  
Ashland, VA 23005  
757-203-6458 (O)  
973-222-4746 (C)

NIPR: [jeffrey.c.mase2.ctr@mail.mil](mailto:jeffrey.c.mase2.ctr@mail.mil)  
SIPR: [jeffrey.c.mase2.ctr@mail.smil.mil](mailto:jeffrey.c.mase2.ctr@mail.smil.mil)

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---

**From:** Mark Mahoney <[Mark.Mahoney@triangleexperience.com](mailto:Mark.Mahoney@triangleexperience.com)>  
**Sent:** Wednesday, March 11, 2020 10:17:04 AM  
**To:** Brandon Fischer <[brandon@maxminds.com](mailto:brandon@maxminds.com)>  
**Cc:** Rob Clare <[rclare@triangleexperience.com](mailto:rclare@triangleexperience.com)>; Jeff Mase <[jmase@triangleexperience.com](mailto:jmase@triangleexperience.com)>; Bobby Schuster <[bobby@maxminds.com](mailto:bobby@maxminds.com)>  
**Subject:** 

Brandon,



Thanks,  
Mark Mahoney

Mark Mahoney  
Triangle Experience Group, Inc  
TEG  
703-344-6061  
[Mark.Mahoney@triangleexperience.com](mailto:Mark.Mahoney@triangleexperience.com)

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Message

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**From:** Wayne Potts [/o=ExchangeLabs/ou=Exchange Administrative Group  
(FYDIBOHF23SPDLT)/cn=Recipients/cn=59a94bba458d4f8387040b2c5d82bfef-wpotts]  
**Sent:** 2/10/2022 8:16:43 PM  
**To:** [REDACTED]  
**Subject:** [REDACTED]  
**Attachments:** [REDACTED]

FYSA



# EXHIBIT

27

**Organizer:** Mark Mahoney : mark.mahoney@triangleexperience.com  
**Subject:** C4MAP Scan Results Tech Review  
**Location:**  
**Start Time:** 2020-06-29T19:30:00Z  
**End Time:** 2020-06-29T20:30:00Z  
**Attendees:** rich@maxminds.com : rich@maxminds.com

Join Microsoft Teams Meeting<[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZTUxMTQ5MjYtZGRiNy00YzAzLThjZTctY2Q4ZTZQzYTViOTIk%40thread.v2/0?context=%7b%22id%22%3a%221acfbb3-32be-4715-9025-1e2f015cbb8e9%22%2c%22oid%22%3a%2212f6d263-338a-44b2-9dc7-0f4693fbb51f%22%7d%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTUxMTQ5MjYtZGRiNy00YzAzLThjZTctY2Q4ZTZQzYTViOTIk%40thread.v2/0?context=%7b%22id%22%3a%221acfbb3-32be-4715-9025-1e2f015cbb8e9%22%2c%22oid%22%3a%2212f6d263-338a-44b2-9dc7-0f4693fbb51f%22%7d%22%7d)>+1 571-388-3904<tel:+1%20571-388-3904,,918088703#> United States, Arlington (Toll)  
Conference ID: 918 088 703#  
Local numbers<<https://dialin.teams.microsoft.com/a399df9b-14df-4f10-96e1-cd646943efa2?id=918088703>> | Reset PIN<<https://mysettings.lync.com/pstnconferencing>> | Learn more about Teams<<https://aka.ms/JoinTeamsMeeting>> | Meeting options<[https://teams.microsoft.com/meetingOptions/?organizerId=12f6d263-338a-44b2-9dc7-0f4693fbb51f&tenantId=21acfbb3-32be-4715-9025-1e2f015cbb8e9&threadId=19\\_meeting\\_ZTUxMTQ5MjYtZGRiNy00YzAzLThjZTctY2Q4ZTZQzYTViOTIk@thread.v2&messageId=0&language=en-US](https://teams.microsoft.com/meetingOptions/?organizerId=12f6d263-338a-44b2-9dc7-0f4693fbb51f&tenantId=21acfbb3-32be-4715-9025-1e2f015cbb8e9&threadId=19_meeting_ZTUxMTQ5MjYtZGRiNy00YzAzLThjZTctY2Q4ZTZQzYTViOTIk@thread.v2&messageId=0&language=en-US)>

Message

---

**From:** Mase, Jeffrey C CTR (USA) [jeffrey.c.mase2.ctr@mail.mil]  
**Sent:** 3/12/2020 12:17:55 PM  
**To:** Mark Mahoney [mark.mahoney@triangleexperience.com]  
**CC:** [REDACTED] Rob Clare [rclare@triangleexperience.com];  
[REDACTED] brandon@maxminds.com  
**Subject:** [REDACTED]  
**Attachments:** smime.p7m

Mark,

Please add these two files to [REDACTED]

Jeff Mase  
JS J6/C5AD JTIE  
757-203-6458 (O)  
973-222-4746 (C)  
M-DRAGON Sr. Account Manager  
jeffrey.c.mase2.ctr@mail.mil  
jeffrey.c.mase2.ctr@mail.smil.mil  
jmase@triangleexperience.com  
Triangle Experience Group, Inc. (TEG)

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# EXHIBIT

## 28









# EXHIBIT

## 29







# EXHIBIT

## 30





# EXHIBIT

## 31



Robert Clare  
Triangle Experience Group, Inc  
910-489-9520

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